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## STRUCK ON A BOGUS ORDER

Part of the Chicago & Northwestern's Force of Telegraphers Quits Work,

And a Costly Freight Wreck Occurs Soon After—No Order to Strike Given by Chief Ramsey—Colorado Rates.

A strike of telegraphers on the Chicago & Northwestern road occurred yesterday morning at 4 o'clock. At 6 o'clock a disastrous wreck followed, involving many thousands of dollars' worth of property, and causing a blockade of the entire Milwaukee division of the road for several hours. It was just at 4 o'clock when some of the operators north of Evanston failed to answer the call on their instruments from the train dispatcher's office. Scarcely had the officials been notified, and they in turn had ordered the utmost caution in moving trains, when the accident occurred. A heavy freight train, composed of twenty cars of hay and beer for Chicago, reached North Evanston, and though the switch signals were properly set, struck an open switch and left the rails, the cars heaping upon each other and completely blocking all the tracks. The engineer and fireman of the train saved themselves by jumping. Eighteen freight cars were piled on top of the engine. Hundreds of suburbanites and many through passengers from Green Bay and intervening points were delayed and put to the inconvenience of trotting through the rain to the transfer coaches. Later in the day Chief Ramsey said the order to quit was bogus, and that the trouble with the road had been settled. It was owing to the fact that the order to quit was suspected by many to be not genuine that so few quit. Chief Ramsey declared. He added that the railway officials had explained their position in regard to discharging men.

No official announcement has yet been made by the Atchison railroad of its round-trip rates from Colorado common points and from the Missouri river, but it is confidently expected to-day. The rates will be \$37.50 from Colorado common points, and \$17.50 from the Missouri river. These are the rates recommended by the committee of seven last Friday, and will be adopted by the Atchison, because the majority of the roads in the Western Passenger Association have declared themselves willing to adopt them. They will go into effect immediately after Passenger Traffic Manager Hite, of the Atchison, has given formal notice of the rates to Mr. Caldwell.

Will Send Them to the Fair. The Pennsylvania and the Lake Shore roads have issued orders to the effect that every employee, irrespective of his or her department, will be granted two weeks' vacation in which to see the world's fair. The president of each system has guaranteed to each employee transportation to and from Chicago, with the exception of the families. The roads will not attempt to pay full salaries to each employee while on the vacation, but they will send them there, give them time to see the fair and take them home again.

Personal, Local and General Notes. The Pittsburgh, Cincinnati, Chicago & St. Louis now has its block-signal system in operation between Pittsburgh and Fernwood.

Eugene Debs has returned from New York, and is now in Chicago attending a meeting of the directors of the American Railway Union.

Under the present train schedules, fifteen trains arrive and depart at the Union Station between 11:35 A. M. and 11:55 A. M., thirty minutes.

Vice President Murray and General Superintendent Van Winkle, of the Big Four, this afternoon have another conference with the directors of the Pennsylvania.

H. L. Leach, well-known in railroad circles through his having been superintendent for thirty years of the Hinkley locomotive works, died last week in Boston, aged seventy-two.

The Jeffersonville News says the Big Four has sent a man there to supervise the completion of the bridge from Jeffersonville to Louisville, and that from June 1 the work will be pushed.

A large party of winter-wheat millers left last night for Toledo to attend the millers' convention in that city. The Cincinnati, Hamilton & Dayton furnished a special Pullman car for the party.

The Chicago & Eastern Illinois has issued a circular to employees relating to the guaranteeing of wages of employees. Suspension in the penalty, and the employee is discharged if it is a weekly bill.

President McKee's annual report shows that on the Vandalia system there are now 18 first-class engines, 5,117 cars, of which one thousand were purchased last year, and one hundred built at the company's own shops.

The Vandals have commenced filling trenches, removing bridges and ballasting the Peoria division. In the early fall through train service between Indianapolis and Peoria will doubtless be established.

The engineering corps has completed its survey for the extension of the Flint & Pere Marquette road to Toledo, and most of the right of way has been secured. The belief prevails that the Pennsylvania Company is in some manner behind this enterprise.

The block signal system is now in operation between Pittsburgh and Crestline on the Pittsburgh, Fort Wayne & Chicago, and several of the most important railroad crossings on that portion of the road have been provided with the interlocking signal system.

The Commercial Club of Omaha has organized a freight bureau similar to that of the Board of Trade of Indianapolis. John

of health should be doubly guarded at this season. The air bristles with chilly moisture, the weather is changeable and uncertain.

These conditions are

TERRIBLE DANGER POINTS

For the lungs and pipes. Beware of the cold, the cough, the chest pain, the inflammation.

THE DEADLY PNEUMONIA

The racked lung, the dreaded consumption. Put on duty only the strongest guard, the oldest and most faithful stand-by.

DR. SCHENCK'S PULMONIC SYRUP

Break up your cold at once. Stop your cough. Drive out that inflammation in time. Defeat pneumonia. Cure that Consumption.

THE PULMONIC SYRUP

Acts quickest and surest of all remedies on the lungs. The oldest and best approved standard for every lung trouble.

Dr. Schenck's Practical Treatise on Diseases of Lungs, Stomach and Liver, treated free to all applicants. Dr. J. H. Schenck & Son, Philadelphia, Pa.

## CONSTRUING THE TAX LAW

Decision by the Supreme Court of the "Cash Value" of a Bank's Paper.

Treasurers Enjoined from Laying on Railroad Property—Three People Declared Insane—Court Briefs.

### BANK TAX CASE.

Supreme Court Put a Rigid Construction on the "True Cash Value" Clause.

The case of William Wilks, Auditor, vs. William H. Crowder et al., on appeal from Sullivan county, was yesterday reversed by the Supreme Court. Judge Hackney writing the opinion. The local Board of Review added \$27,435 to the taxable value of the bank's property, and the appellees sought to enjoin the auditor from adding this sum to the amount listed in 1890, which was \$24,575.68. The opinion recites that the appellant answered special facts showing additional property and additional value of law and facts, declared the face value of the bills receivable, which the bank had listed at \$197,788.90, was \$93,631.80, and that their fair value for taxation, as compared with other similar property in the township, was \$197,788.90. The decision points out that if the Supreme Court must adopt the lower court's "value for taxation," the appellee's schedule is insufficient by \$250, while if it must adopt the auditor's valuation, the lower court's schedule is insufficient by \$27,435. The opinion then recites and declares the law making a fair cash value the basis for taxation, and says that the finding of the lower court is not susceptible of the construction that it states the value of the property, the auditor's valuation is declared not to be within any proper issue and must be disregarded. The Supreme Court finds the actual value of the bank's property, and says from its statement its conclusions of law. It is instructed to enter its decree in favor of the appellant.

### COUNTY TREASURERS JOINED.

No More Railroad Property to Be Levied On Until the Case is Decided.

The treasurer of Harrison county having levied upon an engine belonging to the Louisville, Evansville & St. Louis road for the payment of taxes, the attorneys of the road yesterday appeared before the Supreme Court and asked for an injunction to restrain the sale proposed. The case being in the Supreme Court, both of the State and in the United States, the act seizing the engine was unlooked for, and caused some annoyance. The Supreme Court readily allowed the injunction, and said that while they were about it injunctions might as well be issued against all the treasurers of the counties and of the towns along the line of the road. Accordingly the clerk of the court was put to work at once to get on the papers. Injunctions were issued against the treasurers of the following counties through which the road runs: Gibson, Vanderburgh, Warren, Spencer, Dubois, Pike, Perry, Crawford, Harrison, Elkhart, Spencer. Also the treasurers of the following towns along the road: Rockport, Birdseye, Elkhart, Cambridge, Albany, Huntington, Evansville and Tell City.

The attorneys for the railroads, pushing this litigation through to the Supreme Court, yesterday asked the State to have an understanding that their property was not to be seized pending a settlement. All the roads in the State are interested in the litigation, but the causes are on the docket in the name of the Big Four and the Pennsylvania roads. The road securing the injunction yesterday recited that it was not seeking to avoid payment of taxes, but was seeking to protect itself from certain inequalities of the law, as they believe them to be.

### Declared Insane.

Jesse R. Thompson, aged nineteen years, was declared insane yesterday. He is the son of William Thompson, residing at No. 233 Yandes street. About two weeks ago he returned home from Chicago, and then the first signs of insanity were noticed. He imagined that he was wearing other people's jurisdiction to the close.

### Their Fines Remitted.

The fine of Mary Kelly and of Hattie Kelly, who were tried and convicted in Johnson county, of violating the morality law, were yesterday remitted by the Governor, as they had been sentenced by imprisonment. Both were given six months and \$100 fine. Both have satisfied the money sentence. It was shown to the satisfaction of the Governor that Mary Kelly had been in prison, and that the time spent in prison, and that the other woman, a niece, was not guilty of the charge beyond a question of a doubt. She was on her way to the State penitentiary when she was released, and that money was made, and at her home did not bear the reputation necessary for conviction.

### Fort Wayne's Injunction.

In Room 1, of the Superior Court, yesterday, the temporary restraining order issued Saturday against the Superintendent of Public Instruction was made perpetual. The effect of the granting of the perpetual injunction is to compel the State Superintendent to make the appropriation for the city of Fort Wayne under the plan certified to him by the school trustees. This gives Fort Wayne the place upon the State board heretofore occupied by it in the State of Indiana, and that the appropriation be made by the county superintendent.

### Spencer Lawrence Acquitted.

Spencer Lawrence was acquitted in the Criminal Court yesterday afternoon. He was indicted for grand larceny, accused of stealing some money from a man named Crane, for whom he worked. The evidence showed that Crane, while drunk, had given the money to Lawrence in a purse and the latter had given it to Mrs. Crane without having opened the purse.

### Charged with Contempt.

Judge Bartholomew yesterday cited Charles Washington to appear in court next Saturday morning and show cause why he should not be punished for contempt of court in failing to obey an order to pay into court \$25. Washington was defendant in a suit for divorce, and that money was ordered paid as alimony, but he has failed to obey the order.

### Webber's Wife Given a Divorce.

Judge Harper yesterday granted Minnie Webber divorce from James H. Webber upon her cross-complaint. The case was tried last week and taken under advisement by the court on the question of requiring the husband to pay the expenses of the wife. The court decided that the requirements of residence did not extend to cross-complaints.

### Guardian Appointed.

Joseph Bower was yesterday appointed guardian of the estate of Christian Schneider, a person of unsound mind, and gave bond in the sum of \$2,400.

### So Much for Being a Man.

In the Criminal Court, yesterday morning, Jacob Williams was fined \$100 and costs for assault and battery upon George Keen, at Millersville. A workhouse sentence of sixty days was affixed, but after-

wards remitted. The trouble grew out of an insulting remark made by Keen about a lady to whom Williams was betrothed.

### Suits for Divorce.

Mary M. Smith has sued for divorce from Charles H. Smith, alleging cruelty, abandonment and conviction of crime as grounds for the separation.

Minnie E. Dearmin seeks for divorce from Louis E. Dearmin on the ground of abandonment.

### "Old Stuff" in Litigation.

John W. Painter and James G. Pontefract yesterday brought suit against the Indianapolis Warehouse Company to replevin four barrels of whisky stored in the warehouse cellar on South Pennsylvania street.

### Docket Notes.

William D. Lett, of Marion, was yesterday admitted to practice law in the Supreme Court.

### The Court Record.

SUPREME COURT OPINIONS. 1893. Mary E. Horn vs. Charles O. Bennett et al. Fulton C. C. Affirmed. O. C. J. Assignees of notes secured by a mortgage providing upon failure to pay one-half of the principal, and collect the balance, to take a mortgage interest in the mortgage property with priority according to the dates at which their notes mature, as stated in the notes, and the priority is not changed by the default in payment by the mortgagor and maker in the failure to pay either the principal or interest of any note at maturity, by which default all of the notes mature.

1893. James L. Peed et al. vs. John T. Elliott et al. Madison C. C. Affirmed. O. C. J. Debtor, even though insolvent, may prefer and secure a bona fide creditor, and it matters not how short a time intervenes between the conveyance of the mortgage executed as a preference and the deed of assignment if it be in fact a separate transaction.

1893. George A. Jackson et al. vs. Matilda Landers et al. Morgan C. C. Reversed. Coffey, J.—In order to create an implied trust there must have been fraud, either actual or constructive. None is shown in this case.

1893. Harriett E. Haskett vs. Georgia M. Alexander. Vigo C. C. Reversed. Coffey, J.—Words of recommendation, request, entreaty, or expectation addressed to a devisee or legatee in a will make him a trustee for the person in whose favor the expression is used, provided the testator has pointed out with sufficient certainty both the subject matter and the object of the intended trust.

1893. Rhodes, Harford & Co. vs. Lafayette Landers et al. Floyd C. C. Affirmed. McCabe, J.—A judgment of a justice who had tried the case by a jury of six instead of twelve, is not void and not subject to collateral attack.

1893. Martha E. Goldthwait et al. vs. George Walker et al. Grant C. C. Reversed. Hackney, J.—It is only upon contracts, express or implied, that the right of exemption is secured, and in pleading such right or in finding the facts upon which to predicate such right it must appear that the character of the character authorizing it, and a general allegation of the existence of such right is insufficient.

1893. George W. Bennett vs. Jane M. May. Vigo C. C. Affirmed. McCabe, J.—The party who seeks to rescind a contract on the ground of fraud, must show that he was induced to enter into the contract by the fraud of the other party, and that he was not aware of the fraud at the time he entered into the contract.

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## WE CANNOT SPARE

healthy flesh—nature never burdens the body with too much sound flesh. Loss of flesh usually indicates poor assimilation, which causes the loss of the best that's in food, the fat-forming element.

## Scott's Emulsion

of pure cod liver oil with hypophosphites contains the very essence of all foods. In no other form can so much nutrition be taken and assimilated. Its range of usefulness has no limitation where weakness exists.

Prepared by Scott & Bowne, Chemists, New York. Sold by all druggists.

SAKAI & HOWLETT VS. WM. L. GILKEY & JAMES PERRIN. Cause No. 44928. Notice is hereby given that, pursuant to the order of the Marion Superior Court, Room 1, the undersigned, Harry Bower, as Receiver for the Occidental Veterinary Hospital Company, will proceed to sell at public auction, to the highest and best bidder, all of the property and assets of whatever description owned by said Occidental Veterinary Hospital Company, including the trade marks and good will of said business which have come to the possession of said Receiver, and which are set forth in the inventory and appraisal filed by said Receiver in said court, on the 25th day of May, 1893, at the business office of said company, Nos. 15, 16 and 17 McCab street, Indianapolis, Ind. The terms of said sale to be cash on day of sale, and one-third of the balance thereof, the deferred payment to be secured by promissory note payable in bank, with good security to be approved by the court, said sale to be held at and approved by the court above named.

HARRY B. BOWER, Receiver. Fishback & Kappes, Attorneys.

## BUSINESS DIRECTORY

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BRILL'S STEAM DYE-WORKS. Porters and Lace Carriers and Fancy Dress Goods cleaned equal to new. 36 Massachusetts avenue and 80 North Illinois street, Indianapolis, Ind.

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take a drink to "keep him warm" and another to "cool him off!"

Sunday Opening of the World's Fair.

To the Editor of the Indianapolis Journal: By your indulgence, I would be pleased to ask you a few questions in regard to the opening of the world's fair on Sunday.

What is the purpose of the fair? What does it represent? Under whose control is it—Chicago's or the government's? If it is under the control of the government, is the Journal such a believer in State rights as to claim that Chicago or Illinois can abrogate or violate a law of Congress?

Is it true that the directors can, after accepting a conditional appropriation from Congress, change the conditions to suit their own sweet will? In what particular does Congress break the contract with the directors, and whose fault was it? Cannot the courts compel Congress to keep its agreement?

Is the Journal certain that Sunday opening would be a blessing to the laboring people? Is it not true that the more things that are open on the Sabbath more labor must be done and the labor falls harder on the laboring man? Why is it that Jackson Park is such a splendid place to rest? Are not many other restful parks for the people to congest on the Sabbath? While the gates closed on the Sabbath? While, on the other hand, is not money the real reason for the clamor for Sunday opening?

INDIANAPOLIS, May 23. E. A. ALLEN.

"Working Girls," "Are your cheeks pale?" "Your eyes dull, and step heavy?" "Does your back and side ache sometimes terribly?" "Are you at times faint and dizzy, with pain in the lower part of your stomach?" "Do you watch the clock, and wish the day would end, as you feel ill, and so tired. If so, listen! Standing all day, week in and week out, you have slowly drifted into woman's great enemy, displacement of the womb.

"That or some other derangement of the organ, causing irregularity and other troubles.

"Take warning in time! Lydia E. Pinkham's Vegetable Compound is the surest and safest remedy in the world for you."—Miss Sallie Palmer, Juniata St., Nictown, Pa.

All druggists sell it. Address in confidence, LYDIA E. PINKHAM MED. CO., LYNN, MASS.

Mrs. Pinkham's Liver Pills 25 cents.

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